

# EXHIBIT - 16

Admin fee: \$162

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

MUTUAL CANCELLATION

Allotment No. [REDACTED]

Lease No. 7780 83-07

It is hereby agreed by and between [REDACTED], lessee, and Cobahud Waterfront Tract Landowners, lessors, that Lease No. 7780 83-07, covering [REDACTED] of Cobahud Waterfront Tracts [REDACTED] be canceled for the following reasons:

*To put into effect a new 50 year lease (8694 05-55) effective 07/01/2005.*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

I, the undersigned, signatory for lessors, hereby consent to the foregoing cancellation, effective from the date of approval of the modification by the officer in charge of the Agency.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

I certify on honor that I have this day examined the records of the PUGET SOUND AGENCY and that said records do not show anything delinquent for cash rentals or filing fees.

\_\_\_\_\_  
Realty, Puget Sound Agency

The within cancellation is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, effective \_\_\_\_\_.

\_\_\_\_\_  
Superintendent, Puget Sound Agency

I certify on honor that I have this day examined the records of the PUGET SOUND AGENCY and that said records do not show anything delinquent for cash rentals or filing fees.

\_\_\_\_\_  
Realty, Puget Sound Agency

The within cancellation is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, effective \_\_\_\_\_.

\_\_\_\_\_  
Superintendent, Puget Sound Agency

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Lease: \$5400.00

Bond: \$5400.00

Admin. Fee: \$ 162

LEASE

Allotment: [REDACTED]

Puget Sound Agency

Lease # 8694 05-55

THIS CONTRACT, made and entered on this...22st....day of..July .,A.D. 2005, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landowner" and:

[REDACTED]  
[REDACTED]  
[REDACTED]

hereinafter called the "lessee" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] of the Cobahud Waterfront Tracts, within Government Lot 4, Section 34, Township 34 North, Range 2 East, W.M., Skagit County, Washington on the Swinomish Indian Reservation.

containing .....15.....acres, more or less, for the term of ..50...years, beginning on the ...1st.....day of ...July.. 2005....., to be used only for the following purposes:

**Home Site & Recreation**

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO	DATE DUE	AMOUNT
.....BUREAU OF INDIAN AFFAIRS.....	July 1"....AND UPON.....	**...\$5,400.00...PER YEAR
.....FOR THE LESSORS.....	EACH SUCCESSIVE ANNIVERSARY.....	SUBJECT TO.....
	DATE OF THE LEASE THEREOF.....	PROVISION #7 OF THE
	FOR THE TERM OF THE EASE.....	LEASE.....
		+ \$10 Tideland fee.....

\*\* NOTE: THE LEASE IS SUBJECT TO RENTAL ADJUSTMENT ON 07/01/05.

\*\*\* NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE..SURROUNDING ENVIRONMENT.....

Lease payments are due on or before the due date, if not paid in full a late fee of 18% will be charged until paid in full, PAYMENT IS TO BE MADE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER ONLY, PERSONAL CHECKS ARE NOT ACCEPTABLE.

This lease is subject to the following provisions:

1. **"Secretary"** as used herein means the Secretary of the Interior or his authorized representative.
2. **Improvements** - Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. **Unlawful Conduct** - The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. **Subleases of Assignments** - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. **Interest** - It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
6. **Relinquishment of Supervision By The Secretary** - Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and surety of sureties shall be notified by the Secretary of any such change in the status of the land.
7. **Rental Adjustment** - The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by the contract or the contribution value of such improvements.
8. **Interest of Member of Congress** - No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to

this contract if made with a corporation of company for its general benefit.

9. **Violators of Lease** - It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162. Lessee will be charged \$15.00 for any and all notice of violations given by the Bureau of Indian Affairs.
10. **Assent Not Waiver Of Future Breach Of Covenants** - No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. **Upon Whom Binding** - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon their heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. **Approval** - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. **Additions** - Prior to execution of this lease, provision(s) Number(s) 14-23 has (have) been added hereto and by reference is (are) made a part of hereof.

## SWINOMISH WATERFRONT LOTS

## SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

Approved pursuant to 209 DM 8, 230 dm1, 3 IAM 4, 4a and 25 CFR Part 162.

Date Approved \_\_\_\_\_

Return Address

ESCROW NO. 02-51314  
FILED FOR RECORD AT REQUEST OF  
FIRST AMERICAN TITLE COMPANY

Grantor/borrower: [REDACTED]  
Grantee/assignee/beneficiary: [REDACTED]  
Abbreviated Legal:

[REDACTED] COBAHUD  
Additional legal(s) on page: 3  
Assessor's Tax Parcel Number(s):  
5103-000-023-0000 L95866

5-5444  
FEE: Admin. \$47.42  
RENT: \$2121  
BOND: \$2121

5-5444  
(May 1992)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
ASSIGNMENT OF AGRICULTURAL OR BUSINESS LEASE

(a) No assignment during the term or any portion of a term shall entitle any assignee to any preference right.  
(b) No assignment shall be approved if there is any such rental or other fee due and unpaid.  
(c) The assignee must be acceptable to this office.  
(d) No assignment shall be approved unless they must be made out and submitted by lessee, assignee, bondman and lender before a district forum.

Lease No. 8101

Allotment No. [REDACTED]

The undersigned hereby certifies on honor that he has personally inspected the land covered by this assignment and that all the repairs and improvements called for by the lease contract have been placed except as follows:

Date May 19, 1992 Agency Farmer

State of Washington County of Skagit Cohabud

Waterfront Tracts within Gov't Lot 4 34 Twp. 34N R. 2E

The undersigned, lessee of the Qr. Sec. 34 Twp. 34N R. 2E having first been duly sworn according to law states that the lease in question was drawn to expire

that owing to conditions over which he has no control he can no longer continue to use the land as leased in and the lease was not originally negotiated with any idea or intention of disposing of same; that he is a public landowner and that he is delinquent the following repairs and improvements called for by the lease contract

that he has no permission to assign all his right, title and interest, in and to the lease, [REDACTED] and that if

this application is approved by the lessor and the officer in charge of the Puget Sound Agency he is to receive for all his interest therein the sum of \$ 1.00 and no more.

Subscribed and sworn to before me at Anacortes this 14th day of May 1992.

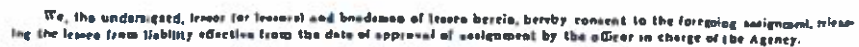
My commission expires 8-6 2000



We, of \_\_\_\_\_ of R. R. No. \_\_\_\_\_ and \_\_\_\_\_

The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said lease. [REDACTED]

My commission expires Oct. 22 1922 Alfred M. G. G. Harry T. M.



STATE OF Washington COUNTY OF Skagit

My commission expires Aug. 6, 1971

The foregoing assignment is hereby approved, effective

Page 2 of 3

5-5445  
10-61

U.S. DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

122 693

FEE: \$31.40  
RENT: \$1320.00  
BOND: \$1320.00

LEASE

Allotment No. [REDACTED]

Lease No. 8101

Puget Sound Indian Agency Contract No. [REDACTED]

THIS CONTRACT, made and entered into this ..... day of ..... A.D. 19.....  
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians)  
hereinafter called the "lessor," and [REDACTED]

....., hereinafter called the "lessee" in accordance with the provisions of existing  
law and the regulations (25 CFR 131) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor  
hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] Cobahud waterfront tracts within Government Lot 4, Sec. 34, .....

T. 34 N., R. 2 E., Willamette Meridian .....

..... plus 2 or 3 months depending  
containing 0.48 acres, more or less, for the term of 18 years, when lease approved 1989  
to June 30, 2007  
of (approval date) 1989, to be used only for the following purposes: homesite

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO—	DATE DUE	AMOUNT
BUREAU OF INDIAN AFFAIRS	On approval and upon each successive anniversary date thereof for the term of the lease.	\$1 320 00 per annum. Subject to Prov. #7 on the 5th, 10th, 15th, 20th and 25th years of the lease.

NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE  
NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all  
rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the  
leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the  
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the  
Bureau of Indian Affairs having jurisdiction over the leased premises.

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
HAWAIIAN AREA OFFICE

122 694

COMM. 6 AUG 76

RECEIVED  
TITLES & RECORDS  
SECTION

### CERTIFICATION

This is to certify that the attached Lease/Cond [REDACTED] is in conformity with existing laws and regulations. All realty records have been checked as to description, ownership and proper identification of Lessee/Lessor/Assignee and conformity extends to and includes all supporting documents and other materials as may be specified and required in the Code of Federal Regulations.

Russell Carter

REALTY OFFICER

Approved MAR 1 1980

Will. A. Blair

SUPERINTENDENT

122 694

The foregoing names Assignee hereby accepts this Assignment and agrees to fulfill all obligations, conditions and stipulations contained in said lease and the within Assignment.

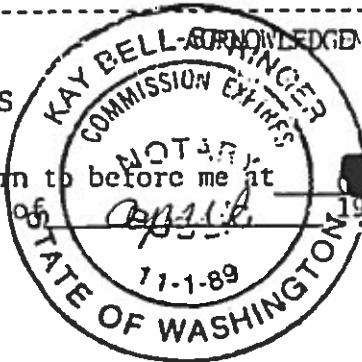
ASSIGNEE  
Address

ASSIGNEE

STATE OF WASHINGTON)

COUNTY OF Skagit)

Subscribed and sworn to before me at \_\_\_\_\_  
on this 24 day of April, 1989.



Kay Bell Springer  
NOTARY PUBLIC in and for the State  
of Washington residing at ANAHEIM  
My Commission Expires 11-1-89

## LESSORS

We the undersigned, Lessors hereby consent to the foregoing Assignment, releasing the lessee from liability upon the effective date of this assignment.

LESSOR:  
Address

LESSOR:

LESSOR:

in fact for herself &  
remaining Lessors

Chairman, Swinomish Indian  
Senate

## ACKNOWLEDGEMENT - LESSORS

STATE OF WASHINGTON)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## APPROVAL

The foregoing Assignment is approved pursuant to authority delegated by PAO Redlegation Order No. 3 (34 F.R. 15813, October 14, 1969).

DATE DEC 11 1989

RECEIVED OR FILED  
BUREAU OF INDIAN AFFAIRS  
PORTLAND AREA OFFICE

122 694

90 MAR 6 A 9 36

Jill A. Blum  
SUPERINTENDENT

Bureau of Indian Affairs  
Puget Sound Agency  
3006 Colby Avenue - Federal Bldg.  
Everett, WA 98201

BRANCH OF REALTY  
TITLES & RECORDS  
SECTION

122 693

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this 14<sup>th</sup>  
day of April, 1989

Witnesses (two to each signature):

Carly Z. Miller  
P. O. 333, Mt. Vernon, WA

BY [REDACTED] Lessee.

P. O. \_\_\_\_\_

Lessee.

P. O. \_\_\_\_\_

[REDACTED] 6318/6480  
in fact for herself and the  
remaining lessors. Lessor.

P. O. \_\_\_\_\_

[REDACTED] 162/6480  
Swinomish Indian Senate  
P.O. Box 817  
LaComer. WA 98257 Lessor.

P. O. \_\_\_\_\_

Lessor.

P. O. \_\_\_\_\_

RECEIVED  
FOR THE  
SPECIAL AGENT  
OFFICE

Lessor.

122 693

P. O. \_\_\_\_\_

30 MAR 6 49 35

Lessor.

P. O. \_\_\_\_\_

BRANCH OF REALTY  
TITLES & RECORDS  
SECTION

Lessor.

P. O. \_\_\_\_\_

Lessor.

P. O. \_\_\_\_\_

Lessor.

Approved DEC 11 1989, 19\_\_\_\_

[Signature]  
Superintendent  
Puget Sound Agency

Approving Official.

1

CONDITIONAL ASSIGNMENT OF BUSINESS LEASE

Real Prop. Mgmt.  
Lessee/Lessor

Fee: \$ 31.40  
Rent: \$ 1320.00  
Bond: \$ 1320.00

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
3006 Colby Avenue - Federal Building  
Everett, EA 98201

122 694

Allotment [REDACTED]

Lease No. 8101

The undersigned Lessee of the following described land: [REDACTED] Cobahud Waterfront  
Tracts within Gov't Lot 4, Sec. 34, T. 34 N., R. 2 E., Willamette Meridian

after having first been duly sworn according to law states that the lease in question was drawn to expire June 30, 2007; that owing to conditions over which he has no control he can no longer continue to occupy the land as lessee; that this lease was not originally negotiated with any idea or intention of disposing of same; that he hereby publicly declares that he is not delinquent on any obligations called for by the lease contract.

That he hereby applies for permission to assign all he right, title and interest, in and to the lease to: [REDACTED] address: [REDACTED]  
subject, however to the following conditions:

1. That this assignment shall become binding or effective unless and until: [REDACTED] as purchaser, pays in full the conditional sales contract dated [REDACTED] between them and the present Lessee:

That the Lessee: [REDACTED] shall remain liable for all terms and conditions of the lease until such time as the Lessor and Superintendent are notified in writing that the sales contract has been satisfied or nullified, as the case may be.

3. That the Assignee has the right to occupy the premises during the term of this conditional assignment, provided he is not in default.

Lessee: [REDACTED] Lessee [REDACTED]  
[REDACTED] Address [REDACTED]  
[REDACTED]

ACKNOWLEDGEMENT - LESSEE

STATE OF WASHINGTON)  
COUNTY OF Snohomish ss.

Subscribed and sworn to before me at Mount Vernon, WA on this 14<sup>th</sup>  
day of April 19 89.

Cathy L. Miller  
NOTARY PUBLIC in and for the State  
of WASHINGTON residing at Burlington, WA  
My Commission expires 4-2-91

## SWINOMISH WATERFRONT LOTS

## / SUPPLEMENTAL SHEET

14. /It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. /It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner, WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue building permit if the Planning commission so rules.
16. /It is understood and agreed that it shall be the Lessee's responsibility to ascertain that any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. /It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty(60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has not control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. /It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. /Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary, and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. /It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to its members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. /That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all the obligations thereunder.
22. /Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

ORIGINAL

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

COPY

Lease: \$3190.00  
Bond: \$3190.00  
Admin. Fee: \$68.60

LEASE

Puget Sound Agency

Allotment # [REDACTED]  
Lease # 8637 04-29

THIS CONTRACT, made and entered on this...3rd....day of..March.,A.D. 2004, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landowner" and:

[REDACTED]  
[REDACTED]  
[REDACTED]

hereinafter called the "tenant" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and lease unto the lessee the land and premises described as follows, to wit:

[REDACTED] obahud Waterfront Tracts, Lot 4 Sec.34 and the south half of the SW quarter of section 35 T. 34N, R. 2E, W.M. Skagit County Washington (Swinomish Reservation).  
+25 year option to renew.

containing .....15....acres, more or less, for the term of ..25...years, beginning on the ...1st....day of .March 2004., to be used only for the following purposes:

**Home Site & Recreation**

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO	DATE DUE	AMOUNT
BUREAU OF INDIAN AFFAIRS.....	03/01/04...AND UPON.....	\$ 3180.00...PER YEAR
FOR THE LESSORS.....	EACH SUCCESSIVE ANNIVERSARY.....	SUBJECT TO
	DATE OF THE LEASE THEREOF.....	PROVISION #7 OF THE
	FOR THE TERM OF THE LEASE.....	LEASE.....
PAYMENTS ARE DUE ON OR BEFORE DUE DATE, MADE PAYABLE TO THE BIA, IN THE FORM OF CASHIERS CHECK OR MONEY ORDER ONLY, PERSONAL CHECKS ARE NOT ACCEPTED.		

\*\*\* NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE.....  
SURROUNDING ENVIRONMENT.....

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in trust or restricted status.



This lease is subject to the following provisions:

1. **"Secretary"** as used herein means the Secretary of the Interior or his authorized representative.
2. **Improvements** – Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. **Unlawful Conduct** – The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. **Subleases of Assignments** – Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. **Interest** – It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
6. **Relinquishment of Supervision By The Secretary** – Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety of sureties shall be notified by the Secretary of any such change in the status of the land.
7. **Rental Adjustment** – The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by this contract or the contribution value of such improvements.
8. **Interest of Member of Congress** – No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to this contract if made with a corporation of company for its general benefit.
9. **Violations of Lease** – It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162. Lessee will be charged \$15.00 for any and all notice of violations given by Bureau of Indian Affairs.
10. **Assent Not Waiver Of Future Breach Of Covenants** – No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. **Upon Whom Binding** – It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. **Approval** – It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. **Additions** – Prior to execution of this lease, provisions(s) Number(s) 14-22 has (have) been added hereto and by reference is (are) made a part hereof.

SWINOMISH WATERFRONT LOTS

SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

Lease NO. 8637 04-29

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This new lease is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force.

Date approved: 5/23/04

Indira R. Joseph  
Superintendent, Puget Sound Agency

Approved pursuant to 209 DM 8, 230  
DM 1, 3 IAM 4, and Northwest Regional  
Office 10 BIA Bulletin No. 401 Addendum  
to 10 BIA 12, Bulletin 9901.

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Lease: \$6000.00  
Bond: \$6000.00  
Admin. Fee: \$ 180.00

LEASE

Allotment: [REDACTED]

Puget Sound Agency

Lease # 8687 05-30+

THIS CONTRACT, made and entered on this...17th....day of..May .,A.D. 2005, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landowner" and:

[REDACTED]

hereinafter called the "lessee" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee the land and premises described as follows, to wit:

[REDACTED] the Capet Zalsiluce Waterfront Home Sites, within Government Lot 1, Section 3, Township 33 North, Range 2 East, W.M., Skagit County, Washington on the Swinomish Indian Reservation.

containing .....15....acres, more or less, for the term of ..25+25...years, beginning on the ...15th.....day of ...July 2005....., to be used only for the following purposes:

Home Site & Recreation

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO	DATE DUE	AMOUNT
.....BUREAU OF INDIAN AFFAIRS.....	July 15 <sup>th</sup> ..AND UPON.....	** ..\$ 6,000.00..PER YEAR
.....FOR THE LESSORS.....	EACH SUCCESSIVE ANNIVERSARY.....	SUBJECT TO.....
	DATE OF THE LEASE THEREOF.....	PROVISION #7 OF THE
	FOR THE TERM OF THE EASE.....	LEASE.....
		+ \$10 Tideland fee.....

\*\* NOTE: THE LEASE IS SUBJECT TO RENTAL ADJUSTMENT ON 05/17/10.

\*\*\* NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT.

Lease payments are due on or before the due date, if not paid in full a late fee of 18% will be charged until paid in full. PAYMENT IS TO BE MADE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER ONLY, PERSONAL CHECKS ARE NOT ACCEPTABLE.

23. 25 + 25 Year Option - Lessee has the option to lease the subject property for an additional 25 years (July 15, 2030 – July 14, 2055) by simple written notice to the Agency Superintendent. That notice should be given at least six months in advance of the expiration of the first 25 years. The first 25 years will end on July 14, 2030 hence

This lease is subject to the following provisions:

1. "Secretary" as used herein means the Secretary of the Interior or his authorized representative.
2. Improvements - Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. Unlawful Conduct - The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. Subleases of Assignments - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. Interest - It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
6. Relinquishment of Supervision By The Secretary - Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and surety of sureties shall be notified by the Secretary of any such change in the status of the land.
7. Rental Adjustment - The rental provisions in all leases which are granted for a term of more than five (5) years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or development required by the contract or the contribution value of such improvements.
8. Interest of Member of Congress - No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to

this contract if made with a corporation of company for its general benefit.

9. Violators of Lease - It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162. Lessee will be charged \$15.00 for any and all notice of violations given by the Bureau of Indian Affairs.
10. Assent Not Waiver Of Future Breach Of Covenants - No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. Upon Whom Binding - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon their heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. Approval - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. Additions - Prior to execution of this lease, provision(s) Number(s) 14-23 has (have) been added hereto and by reference is (are) made a part of hereof.

# SWINOMISH WATERFRONT LOTS

## SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. *It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.*
16. *It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.*
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. *It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.*
19. Liens, Taxes, Assessments, Utility Charges—Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

reasonable notice should be given by January 1, 2030. Lessee must be current with all rent and utility payments and also be in good standing to renew for an additional 25 years.

I agree to these terms and conditions.

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Power of Attorney  
For Ownership Percentage 0.2223706

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Power of Attorney  
For Ownership 0.06444832022

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Power of Attorney  
For Ownership Percentage 2.1743548

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Power of Attorney  
Ownership Percentage 0.2110723

Approved pursuant to 209 DM 8, 230 dm1, 3 IAM 4, 4a and 25 CFR Part 162.

\_\_\_\_\_  
Superintendent, Puget Sound Agency

\_\_\_\_\_  
Date Approved

FAX: 360-466-7360

JANIE BEASLEY

122 1048

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Lease: \$5410.00

Bond: \$5410.00

Admin. Fee: \$109.10

LEASE

Puget Sound Agency

Allotment # [REDACTED]  
Lease # 863X02-27

2 out

THIS CONTRACT, made and entered on this..10...day of..April ,A.D. 2002, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landowner" and:

[REDACTED]  
[REDACTED]  
[REDACTED]

hereinafter called the "tenant" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants and agreements hereinafter provided, the lessor hereby lets and lease unto the lessee the land and premises described as follows, to wit:

[REDACTED] Wet Zalsiluce Waterfront Tracts, within Government Lot 1, section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington, located on the Swinomish Indian Reservation.

containing .....15....acres, more or less, for the term of ..25..years, beginning on the ...10th....day of April 2002....., to be used only for the following purposes:

Home Site & Recreation

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises to pay:

TO	DATE DUE	AMOUNT
BUREAU OF INDIAN AFFAIRS	04/10/02 AND UPON	\$,5400.00 PER YEAR
FOR THE LESSORS	EACH SUCCESSIVE ANNIVERSARY	Adding \$10.00 per year for
	DATE OF THE LEASE THEREOF	Tideland Fee
	FOR THE TERM OF THE LEASE	SUBJECT TO
		PROVISION #1 OF THE
		LEASE

\*\*\* NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in trust or restricted status.



This lease is subject to the following provisions:

1. **"Secretary"** as used herein means the Secretary of the Interior or his authorized representative.
2. **Improvements** - Unless otherwise provided herein, it is understood and agreed that any building or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.
3. **Unlawful Conduct** - The lessee agrees that he or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. **Subleases of Assignments** - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and written consent of all parties to this lease, including the surety or sureties.
5. **Interest** - It is understood that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
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8. **Interest of Member of Congress** - No Member of, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
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10. **Assent Not Waiver Of Future Breach Of Covenants** - No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
11. **Upon Whom Liability** - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.
12. **Approval** - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.
13. **Additions** - Prior to execution of this lease, provision(s) Number(s) 14-22 has (have) been added hereto and by reference is (are) made a part hereof.

## SWINOMISH WATERFRONT LOTS

## SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
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18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
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21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

122 1048

ALLOTMENT# 122-41  
LEASE# 863X 02-27  
2 PAGES

[REDACTED]

[REDACTED]

[REDACTED]  
for Ownership Percentage 0.2196084102

[REDACTED]  
Power Of Attorney for Ownership  
Percentage 0.2431905861

[REDACTED]  
for Ownership Percentage 0.1743551584

Total Ownership Percentage 0.6371541547

This new lease is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force.

Date approved: 5/28/03

Judith K. Doyle  
Superintendent, Puget Sound Agency

RECEIVED  
B.I.A. - NWRO  
LAND TITLES & RECORDS  
2003 JUL 14 PM 1:30

ORIGINAL

Admin Fee: \$103.00  
Rent: \$4900  
Bond: \$4900

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
ASSIGNMENT OF LEASE

122 1054

ALLOTMENT: [REDACTED] LEASE: 8570 00-25

The undersigned lessees of [REDACTED] of Capet Zalsiluce Waterfront Tracts, Gov. Lot 1, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, WA. after having first been duly sworn according to law states that the lease in question was drawn to expire 10/31/25 subject to a 25 year option beginning 11/01/2026 and ending on 10/31/2051.

Noting the correct provisions of the lease for the [REDACTED] the Swinomish Supplement provisions 14-22 are attached to correct and modify the existing Supplement that is used only for the Tulalip Reservation.

that owing conditions over which they have no control can not longer continue to occupy the land as lessees; that this lease was not originally negotiated with any idea or intention of disposing of same; that they hereby apply for permission to assign all right, title and interest, in and to said lease, to the following parties:

[REDACTED]

The above-named assignee hereby accepts this assignment and agree to fulfill all obligations, conditions and stipulations contained in said lease. Seller warrants that the 25 + 25 year lease is in good standing and all associated taxes on personal property (the improvement) are paid in full. Seller also warrants she will transfer title to the improvements located on the property in an appropriate manner at the County of Record by Bill of Sale or other recorded document. All parties agree there is an agreement or understanding on any unpaid Utility Assessment benefitting the improvement.

[REDACTED]

We the undersigned, lessors of lessee herein, hereby consent to the foregoing assignment and modification releasing the current lessees from liability effective from the date of approval of assignment by the officer in charge of the Agency.

## For the Swinomish Tribe

P.O.A. In fact for: 0.0644483022%

P.O.A. In fact for: 0.2110725308%

Corrected 12/03/03 By Alice L. Henry, REalty Specialist  
Jennifer R. Schuyler  
P.O.A. In fact for: 0.1743551584%

P.O.A. In fact for: 0.1743551584%

## SWINOMISH WATERFRONT LOTS

## SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.
17. It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. It is understood and agreed that this lease includes beach privileges, for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.
21. That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided: however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is an party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

COPY

122 1054

POWER OF ATTORNEY

I, [REDACTED] (Principal's Name)  
[REDACTED] (Principal's Address),  
being of sound mind and legal capacity, do hereby appoint [REDACTED] (Agent's Name)  
[REDACTED] (Agent's Address),  
as my true and lawful attorney in fact, to act for me in my name, place, and stead, and  
on my behalf to do and perform the following:

Perform every act necessary and requisite to assist in the leasing of property described as:

[REDACTED] Section 3 Township 33 North, Range 2 East, Willamette Meridian, Skagit County,  
Washington. Located on the Swinomish Indian Reservation.

2. The following property, interests, or rights shall be subject to this Power of Attorney:

Limited to Trust Parcel [REDACTED] Capet Zalsiluce containing 10.85 acres, more or less.

To execute in the name and behalf of the undersigned, all leases, assignments, subleases, modifications, cancellations, or other documents, which may be required by law or regulation to lease the within described property, granting to said Attorney-in-Fact full power of substitution and revocation, hereby satisfying and confirming all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. It is expressly agreed and understood that all leases shall provide that rental payments shall be made payable to the Bureau of Indian Affairs, for proper credit to the lessors.

3. This Power of Attorney shall be effective on the date of April 25, 03

4. This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent.

5. This Power of Attorney shall terminate on the date of April 25, 2013, unless I have revoked it sooner. I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency. The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney and sent to:

Ms. Judith R. Joseph, Superintendent  
United States Department of the Interior  
Bureau of Indian Affairs  
Puget Sound Agency  
2707 Colby Avenue, Suite 1101  
Everett, Washington 98201

COPY

6. My agent shall be paid no compensation for services pursuant to this Power of Attorney.

7. This Power of Attorney shall be governed by the laws of the State of Washington.

122 1054

In Witness Whereof, I have signed this Power of Attorney of my own free will.

  
Principal's Signature


4/25/03  
Date

Agreed to and Accepted by:

  
Agent's Signature

April 25, 03  
Date

Subscribed and sworn to before me on this 25<sup>th</sup> day of April,  
2003.

  
Notary





COPY

122 1054

POWER OF ATTORNEY

1. I, [REDACTED] (Principal's Name)  
[REDACTED] (Principal's Address),  
being of sound mind and legal capacity, do hereby appoint [REDACTED] (Agent's Name)  
[REDACTED] (Agent's Address),  
as my true and lawful attorney in fact, to act for me in my name, place and stead, and  
on my behalf to do and perform the following:

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3. This Power of Attorney shall be effective on the date of April 15, 2013

4. This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated, or incompetent.

5. This Power of Attorney shall terminate on the date of April 25, 2013, unless I have revoked it sooner. I may revoke this Power of Attorney at any time subject to written Notice of Revocation to the Superintendent of the Puget Sound Agency. The Notice of Revocation must be signed, witnessed, and notarized and include a copy of the Power of Attorney and sent to:

Ms. Judith R. Joseph, Superintendent  
United States Department of the Interior  
Bureau of Indian Affairs  
Puget Sound Agency  
2707 Colby Avenue, Suite 1101  
Everett, Washington 98201